

DOE-H-__ Compliance With Internet Protocol Version 6 (Ipv6) In Acquiring Information Technology (July 2011)

Prescription: Use in solicitations involving M&O contracts, management of major facilities, and any acquisition which could involve the direct or indirect purchase of Information Technology equipment that uses Internet Protocol (IP) technology.

DOE-H-__ COMPLIANCE WITH INTERNET PROTOCOL VERSION 6 (IPV6) IN ACQUIRING INFORMATION TECHNOLOGY (JULY 2011)

This contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The Contractor agrees that (1) all deliverables that involve IT that uses IP (products, services, software, etc.) comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for fielded product management, development and implementation available. If the Contractor plans to offer a deliverable that involves IT that is not initially compliant, the Contractor shall (1) obtain the Contracting Officer's approval before starting work on the deliverable; and (2) have IPv6 technical support for fielded product management, development and implementation available.

Should the Contractor find that the [insert Performance Work Statement, Statement of Work or specifications] of this contract do not conform to IPv6 standards, it must notify the Contracting Officer of such nonconformance and act in accordance with the instructions of the Contracting Officer.

DOE-H-__ Contractor Acceptance Of Notices Of Violation Or Alleged Violations, Fines, And Penalties (July 2011)

Prescription: Use in solicitations involving: M&O contracts, management of major facilities, and EM remediation or D&D with a value above \$50 million.

DOE-H-__ CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATION OR ALLEGED VIOLATIONS, FINES, AND PENALTIES (JULY 2011)

- (a) The Contractor shall accept, in its own name, notices of violation(s) or alleged violations (NOVs/NOAVs) issued by federal or state regulators to the Contractor resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to other provisions of this contract.
- (b) After providing DOE advance written notice, the Contractor shall conduct

negotiations with regulators regarding NOV/NOAVs and fine and penalties. However, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without first obtaining written approval from the CO. Failure to obtain advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.

- (c) The Contractor shall notify DOE promptly when it receives service from the regulators of NOV/NOAVs and fines and penalties.

DOE-H-__ Assignment and Administration of Contracts and Subcontracts (July 2011)

Prescription: Use in solicitations for EM procurements involving: M&O contracts, management of major facilities, and remediation or D&D with a value above \$50 million.

DOE-H-__ ASSIGNMENT AND ADMINISTRATION OF CONTRACTS AND SUBCONTRACTS (JULY 2011)

(a) Assignment of DOE Prime Contracts. During the period of performance of this Contract, it may become necessary for the U.S. Department of Energy (DOE) to transfer and assign existing or future DOE prime contracts supporting site work to this contract. The Contractor shall accept the transfers and assignments of contracts. Any recommendations and/or suggestions regarding individual transfers directed by DOE shall be submitted in writing to the Contracting Officer prior to the transfer or assignment.

(b) Administration of Subcontracts. The administration of all subcontracts entered into and/or managed by the Contractor, including responsibility for payment hereunder, shall remain with the Contractor. The Government reserves the right at any time to require that the Contractor submit any or all other contractual arrangements, including but not limited to purchase orders or classes of purchase orders, for approval, and provide information concerning methods, practices, and procedures used or proposed to be used in subcontracting and purchasing. Subcontracts and purchase orders shall be made in the name of the Contractor, shall not bind nor purport to bind the Government, shall not relieve the Contractor of any obligation under this contract (including, among other things, the obligation to properly supervise and coordinate the work of subcontractors), and shall be in such form and contain such provisions as are required by this contract or as the Contracting Officer may prescribe. Any consent by the Contracting Officer to the placement of

subcontracts shall not be construed to create subcontractor privity of contract with the Government.

- (c) Transfer of Subcontracts. As the successor contractor, the Contractor agrees to accept the transfer of existing subcontracts as determined necessary by DOE for continuity of operations. The Contractor shall attempt to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the Contracting Officer in writing. DOE reserves the right to direct the Contractor to transfer to DOE or another Contractor any subcontract awarded under this contract.

DOE-H-__ Small Business Subcontracting Plan (July 2011)

Prescription: Use in solicitations when the clause FAR 52.219-9 Small Business Subcontracting Plan is included in Section I and the Subcontracting Plan will be included as part of the contract as an attachment to Section J.

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DOE-H-__ SMALL BUSINESS SUBCONTRACTING PLAN (JULY 2011)

The "master" Small Business Subcontracting Plan, submitted by the Contractor consistent with the provisions of the clause entitled, "FAR 52.219-9 Small Business Subcontracting Plan," in Section I, and approved by the Contracting Officer on **(To be completed at the time of Contract Award)**, is incorporated in and made a material part of this contract as Section J, Attachment __.

Prior to the beginning of each fiscal year, the Contractor shall also submit an "annual" subcontracting plan which shall establish subcontracting goals as described in paragraph (d)(1) and (2) of Section I clause entitled "FAR 52.219-9 Small Business Subcontracting Plan," to remain in effect for each fiscal year. The annual plan shall be reviewed for approval by the Contracting Officer and shall be incorporated by reference as a material part of this Contract.

DOE-H-__ Material Safety Data Sheet Availability (July 2011)

Prescription: Use in solicitations when the clause FAR 52.223-3 Hazardous Material Identification is included in Section I.

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DOE-H-__ MATERIAL SAFETY DATA SHEET AVAILABILITY (JULY 2011)

In implementation of the clause in Section I entitled, "FAR 52.223-3 Hazardous Material Identification and Material Safety Data," the Contractor shall obtain, review and maintain a material safety data sheet (MSDS) in a readily accessible manner for each hazardous material (or mixture containing a hazardous

material) ordered, delivered, stored or used; and maintain an accurate inventory and history of use of hazardous materials at each use and storage location. The MSDS shall conform to the requirements of 29 CFR 1910.1200(g).

DOE-H-__ Parent Organization Support (July 2011)

Prescription: Use in solicitations when the clause entitled “Separate Corporate Entity” is included in Section H. M&O contracts and EM procurements with a value above \$50 million involving remediation, D&D and facility management are the primary situations where this clause would be used.

DOE-H-__ PARENT ORGANIZATION SUPPORT 2011)

- (a) In accordance with DEAR 970.3102-3-70, for on-site work, the U.S. Department of Energy (DOE) fee generally provides adequate compensation for parent organization (home office) expenses incurred in the general management of this contract. The general construct of this contract results in minimal parent organization investment (in terms of its own resources, such as labor, material, overhead, etc.) in the contract work.

Accordingly, allocations of parent organization expenses are unallowable for the Contractor, major subcontractors, and/or teaming partners, unless authorized by the Contracting Officer in accordance with this Clause for unique and exceptional situations. These types of activities are viewed as necessary by the parent organization to ensure continued improvement by the performing Contractor organization.

- (b) The Contractor may propose those unique and exceptional situations for activities such as:
- (1) Monitor safety and performance in the execution of contract requirements;
 - (2) Ensure achievement of contract environmental clean-up and closure commitments;
 - (3) Sustain excellence of contract key personnel;
 - (4) Ensure effective internal processes and controls for disciplined contract execution;
 - (5) Assess contract performance and apply parent organization problem-solving resources on problem areas; and
 - (6) Provide other parent organization capabilities to

facilitate contract performance.

- (c) The Contracting Officer may, at his/her unilateral discretion, authorize parent organization support, and the corresponding indirect or direct costs, if a direct-benefiting relationship to DOE is demonstrated. All parent organization support shall be authorized in advance by the Contracting Officer.
- (d) If parent organization support is proposed by the Contractor or required by DOE, the Contractor shall submit for DOE review and approval, an annual *Parent Organization Support Plan* (POSP). The Contractor shall submit its initial POSP 30 days prior to: (1) the end of the Contract Transition Period; or (2) the commencement date of parent organization support proposed by the Contractor or required by the Government. Any subsequent POSP shall be submitted 90 days prior to the start of each year of Contract performance.

DOE-H-__ Key Personnel (July 2011)

Prescription: Use in solicitations for EM procurements involving: M&O contracts, management of major facilities, and remediation or D&D with a value above \$50 million.

DOE-H-__ KEY PERSONNEL (JULY 2011)

(a) Introduction.

Key Personnel are considered essential to the success of all work being performed under this contract. This Clause provides specific requirements, in addition to the requirements of the clause in Section I entitled, "DEAR 952.215-70 Key Personnel," for the Key Personnel Team, requirements for changes to Key Personnel, reductions in available fee for changes to Key Personnel, and identification of all Key Personnel for this Contract.

(b) Key Personnel Team Requirements.

The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the Key Personnel. All Key Personnel shall be permanently assigned to the position. In addition to the definition contained in the Section I Clause entitled, "DEAR 952.215-70, Key Personnel," Key Person(s) are considered managerial personnel.

(c) Definitions

For the purposes of this Clause, Changes to Key Personnel is defined as:

(i) any change to the position assignment of a current Key Person under the contract, except for a person who acts for short periods of time, in the place of a Key Person during his or her absence the total time of which shall not exceed 30 working days during any given year; (ii) utilizing the services of a new substitute Key Person for assignment to the contract; or (iii) assigning a current Key Person for work outside the Contract.

[Paragraph (d) is optional. The position identified as Program Manager may be changed to reflect “the” top level Key Personnel position such as Lab Director, President or Project Manager, etc.]

(d) Contract Fee Reductions for Changes to Key Personnel

- (1) Notwithstanding approval by the Contracting Officer, any time the Program Manager (the initial Program Manager or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, Available Fee described in Section B, may be permanently reduced by **[insert dollar amount]** for each and every occurrence of a change.
- (2) Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Program Manager (any initial Key Person or *any* substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, Available Fee described in Section B, may be permanently reduced by **[insert dollar amount]** for each and every occurrence of a change.
- (3) The Contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in Available Fee. Such written request shall include the factual basis for the request. The Contracting Officer shall have the unilateral discretion to make the determination to waive all or part of the reduction in Available Fee.

(e) Key Personnel for this Contract

The Key Personnel for this contract are identified below. This list will be amended during the course of the contract to change Key Personnel as approved by the Contracting Officer.**[indicate in Section I clause DEAR 952.215-70 Key Personnel fill-ins that the list of Key Personnel are identified in the Section H clause entitled Key Personnel]**

NAME

POSITION/TITLE

DOE-H-__ Separate Corporate Entity (July 2011)

Prescription: Use in solicitations for M&O contracts and use as appropriate for EM remediation, D&D or facility management acquisitions with a value above \$50 million.

DOE-H-__ SEPARATE CORPORATE ENTITY (JULY 2011)

The Contractor under this Contract shall be a separate corporate entity from its parent company(s). The separate corporate entity may be a partnership or joint venture. The separate corporate entity must be set up solely to perform this Contract, and shall be totally responsible for all Contract activities. The separate corporate entity shall perform no other commercial work or work for other Government agencies except as may be authorized under the terms of this contract. The Contractor shall not utilize or otherwise divert contract employees to other corporate work except as may be authorized under the terms of the contract or as otherwise authorized by the Contracting Officer.

DOE-H-__ Performance Guarantee Agreement (July 2011)

Prescription: Use in solicitations involving M&O contracts and EM remediation, D&D, or facility management acquisitions with a value above \$50 million where it is very likely that two or more companies will come together to form a new entity or a separate corporate entity.

DOE-H-__ PERFORMANCE GUARANTEE AGREEMENT (JULY 2011)

The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J, Attachment ____

If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

DOE-H-___Responsible Corporate Official And Corporate Board Of Directors (July 2011)

Prescription: Use in solicitations which contain the clause entitled "Performance Guarantee Agreement."

DOE-H-___RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (JULY 2011)

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in the Section J Attachment entitled, "Performance Guarantee Agreement." The individual signing the "Performance Guarantee Agreement" for the parent company(s) should be the Responsible Corporate Official.

The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues.

Responsible Corporate Official:

Name: _____

Position: _____

Company/Organization: _____

Address: _____

Phone: _____

Facsimile: _____

Email: _____

Should the Responsible Corporate Official or their contact information change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

Identified below is each member of the Corporate Board of Directors that will have corporate oversight.

DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

Corporate Board of Directors:

Name: _____

Position: _____

Company/Organization: _____

Address: _____

Phone: _____

Facsimile: _____

Email: _____

Should any change occur to the Corporate Board of Directors or their contact information during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

DOE-H-__ Privacy Act System Of Records (July 2011)

Prescription: Use in solicitations when the clause FAR 52.224-2 Privacy Act is included in Section I.

DOE-H-__ PRIVACY ACT SYSTEM OF RECORDS (JULY 2011)

The Contractor shall design, develop, or adopt the following systems of records on individuals to accomplish an agency function pursuant to the Section I clause entitled, "FAR 52.224-2, Privacy Act."

System No.

Title

[insert system number] **[insert title]**

DOE-H-__ Disposition Of Intellectual Property - Failure To Complete Contract (July 2011)

Prescription: Use in solicitations involving M&O contracts and EM remediation, D&D, or facility management acquisitions with a value above \$50 million where it is likely that Intellectual Property will be acquired or developed.

DOE-H-__ DISPOSITION OF INTELLECTUAL PROPERTY - FAILURE TO COMPLETE CONTRACT (JULY 2011)

The following provisions shall apply in the event the Contractor does not complete contract performance for any reason:

- (a) The Government may take possession of and use all the technical data,

including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause entitled "DEAR 970.5227-1 Rights in Data- Facilities." The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.

- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this Contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at anytime from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.

DOE-H-__ Price-Anderson Amendments Act Noncompliance (July 2011)

Prescription: Use in solicitations involving M&O contracts and EM remediation, D&D, or facility management acquisitions where the work involves conducting nuclear activities.

DOE-H-__ PRICE-ANDERSON AMENDMENTS ACT NONCOMPLIANCE (JULY 2011)

The Contractor shall establish an internal Price-Anderson Amendments Act

(PAAA) noncompliance identification, tracking, and corrective action system and shall provide access to and fully support DOE reviews of the system. The Contractor shall also implement a Price- Anderson Amendments Act reporting process which meets applicable DOE standards. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

DOE-H-___ Work Stoppage And Shutdown Authorization (July 2011)

Prescription: Use as appropriate in solicitations involving M&O contracts and EM remediation, D&D, or facility management acquisitions.

DOE-H-___ WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (JULY 2011)

- (A) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.
- (B) Work Stoppage. In the event of an Imminent Health and Safety Hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect U.S. Department of Energy (DOE) facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the Contracting Officer.
- (C) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard

may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to the Clause entitled, "FAR 52.242-15, Stop-Work Order."

- (D) Facility Representatives. DOE personnel designated as Facility Representatives provide the technical/safety oversight of operations. The Facility Representative has the authority to "stop work," which applies to the shutdown of an entire plant, activity, or job. This stop-work authority will be used for an operation of a facility which is performing work the Facility Representative believes:
- (1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;
 - (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
 - (3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.
- (E) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "Contractor Representatives" for "the Contracting Officer" in all subcontracts.

DOE-H-__ Transition To Follow-On Contract (July 2011)

Prescription: Use in solicitations involving M&O contracts and EM remediation, D&D, or facility management acquisitions where the acquisition is a follow-on procurement and it is expected that there will be a successor contractor to this action.



DOE-H-__ TRANSITION TO FOLLOW-ON CONTRACT (JULY 2011)

The Contractor recognizes that the work and services covered by this contract are vital to the DOE mission and must be maintained without interruption, both at the commencement and the expiration of this contract. It is therefore understood and further agreed in recognition of the above:

- (A) At the expiration of the contract term or any earlier termination thereof, the Contractor shall cooperate with a successor contractor or the Government by allowing its employees to interview for possible employment. For those employees who accept employment with the successor contractor, such employees shall be released in coordinated

manner with the successor contractor. The Contractor shall cooperate with the successor contractor and Government with regard to the termination or transfer arrangements for such employees to assure maximum protection of employee service credits and fringe benefits.

- (B) Within fifteen (15) days after contract award, the Contractor and the outgoing contractor shall jointly prepare a mutual detailed plan for the phase-out and phase-in of operations. This plan shall specify a training and orientation program to cover each phase of the scope of work covered by the contract. A proposed date by which the Contractor will assume responsibility from the outgoing contractor for such work shall be established. The outgoing contractor will maintain full responsibility for such work until assumption thereof by the Contractor. Execution of the proposed plan or any part thereof shall be accomplished in accordance with the Contracting Officer's direction and approval.
- (C) This clause shall apply to subcontracts as approved by the Contracting Officer.

DOE-H-__ Contractor Community Commitment (July 2011)

Prescription: Use in solicitations involving M&O contracts and large EM remediation or facility management acquisitions where the clause entitled DEAR 970.5226-3 Community Commitment," is included in Section I of the Contract.

DOE-H-__ CONTRACTOR COMMUNITY COMMITMENT (JULY 2011)

It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business. Accordingly, the Contractor shall take meaningful actions to implement its community commitment within the surrounding counties and local municipalities as described in "DEAR 970.5226-3 Community Commitment," which is included in Section I of the Contract.

DOE will not prescribe which community commitment activities the Contractor may engage in but identifies the activities listed in (A), (B) and (C) below as worthwhile endeavors for its consideration. The list is not intended to preclude other constructive community activities nor involvement in charitable endeavors.

The Contractor shall submit to DOE an annual plan for community commitment activities and report on program success semi-annually.

The Contractor may use fee dollars for these or other community commitment activities as it deems appropriate. All costs to be incurred by the Contractor for community commitment activities are unallowable and non-reimbursable under the Contract.

(a) Regional Educational Outreach Programs

The objectives of these programs include teacher enhancement, student support, curriculum enhancement, educational technology, public understanding, and providing the services of Contractor employees to schools, colleges, and universities.

The Regional Educational Outreach Programs could involve providing Contractor employees the opportunity to improve their employment skills and opportunities by an educational assistance allowance, provision for outside training programs either during or outside regular work hours, or executive training programs for non-executive employees. This could also involve participating in activities that foster relationships with regional educational institutions and other institutions of higher learning or encouraging students to pursue science, engineering, and technology careers.

(b) Regional Purchasing Programs

The Contractor could conduct business alliances with regional vendors. These alliances may include training and mentoring programs to enable regional vendors to compete effectively for subcontracts and purchase orders and/or assistance with the development of business systems (accounting, budget, payroll, property, etc.) to enable regional vendors to meet the audit and reporting requirements of the Contractor and DOE. These alliances may also serve to encourage the formation of regional trade associations which will better enable regional businesses to satisfy the Contractor's needs.

The Contractor could coordinate and cooperate with the Chambers of Commerce, Small Business Development Centers, and like organizations, and make prospective regional vendors aware of any assistance that may be available from these entities.

DOE encourages the use of regional vendors in fulfilling Contract requirements.

The Contractor shall encourage its subcontractors, at all tiers, to participate in these activities.

(c) Community Support

The Contractor may directly sponsor specific local community activities or sponsor individual employees to work with a specific local community activity. The Contractor may provide support and assistance to community service organizations. The Contractor may support strategic partnerships

with professional and scientific organizations to enhance recruitment into all levels of its organization.

The Contractor may support other community involvement activities as it deems appropriate.